

<b>A. <u>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</u></b> <b>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</b>				1. REQUISITION NUMBER		PAGE 1 OF 2	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER <b>SMX570-15-Q-0004</b>	
7. FOR SOLICITATION INFORMATION CALL		a. NAME <b>Maria Luisa Bringas</b>				b. TELEPHONE NUMBER (No collect calls) <b>(662) 289 3561</b>	
9. ISSUED BY CODE  <b>U.S. Consulate General Hermosillo Monterrey 141 Pte Hermosillo, Sonora, Mexico</b>				10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS  <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A)  NAICS: SIZE STD:		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE  <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING  14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO CODE  <b>Monterrey 141 Pte, Hermosillo, Sonora, Mexico</b>				16. ADMINISTERED BY CODE  <b>Ferguson, Joseph P., Contracting Officer</b>			
17a. CONTRACTOR/ CODE		FACILITY		18a. PAYMENT WILL BE MADE BY CODE			
TELEPHONE NO.				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER							
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
001	Supply and application of paint on interior and exterior walls and slabs, floor epoxy paint, iron work and roof coating in the Consulate General Building and Sala 66. Includes all required materials and labor per attached SOW.  See attached scope of work. <b>*Contingent upon the availability of funds*</b>  (Use Reverse and/or Attach Additional Sheets as Necessary)			1	ALL		
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.							
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.							
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>2</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or Print)		31c. DATE SIGNED	
				Joseph P. Ferguson			

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED      ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: \_\_\_\_\_

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
33. SHIP NUMBER		34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL
38. S/R ACCOUNT NO.	39. S/R VOUCHER NO.	40. PAID BY		
41.a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY (PRINT)		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		42b. RECEIVED AT (Location)		
		42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS

AUTHORIZED FOR LOCAL REPRODUCTION  
PREVIOUS EDITION IS NOT USABLE

**STANDARD FORM 1449** (REV 3/2005)  
Prescribed by GSA-FAR (48 CFR)53.212

## **TABLE OF CONTENTS**

### **Section 1 - The Schedule**

- SF 1449 cover sheet
- Continuation To SF-1449, RFQ Number *SMX570-15Q-0004*, Prices, Block 23
- Continuation To SF-1449, RFQ Number *SMX570-15Q-0004*, Schedule Of Supplies/Services, Block 20 Description/Specifications/Work Statement
- Description/Specifications/Performance Work Statement.

### **Section 2 - Contract Clauses**

- Contract Clauses
- Addendum to Contract Clauses - FAR and DOSAR Clauses not Prescribed in Part 12

### **Section 3 - Solicitation Provisions**

- Solicitation Provisions
- Addendum to Solicitation Provisions - FAR and DOSAR Provisions not Prescribed in Part 12

### **Section 4 - Evaluation Factors**

- Evaluation Factors
- Addendum to Evaluation Factors - FAR and DOSAR Provisions not Prescribed in Part 12

### **Section 5 - Representations and Certifications**

- Offeror Representations and Certifications
- Addendum to Offeror Representations and Certifications - FAR and DOSAR Provisions not Prescribed in Part 12
- Electronic funds transfer bank information sheet.

## SECTION 1 - THE SCHEDULE

### CONTINUATION TO SF-1449, RFQ NUMBER **SMX570-15-Q-0004** PRICES, BLOCK 23

#### 1.0 DESCRIPTION:

***The US Consulate General Hermosillo*** requires professional engineering/construction services for Supply and application of paint on interior and exterior walls and slabs, floor epoxy paint windows grills and exterior iron work and main building, Sala 66 and CACs roof coating. Includes all required materials and labor per attached SOW.

#### 1.1. TYPE OF CONTRACT:

This is a firm fixed price contract payable entirely in **Mexican Pesos**. No additional sums will be payable for any escalation in the cost of materials, equipment or labor, or because of the contractor's failure to properly estimate or accurately predict the cost or difficulty of achieving the results required.

#### 1.2. PERIOD OF PERFORMANCE:

The performance period for this contract is from the start date in the Notice to proceed (see 3.0) and continuing for Six weeks. The initial period of performance includes any transition period authorized under the contract.

#### 2.0 PRICING:

The rates below include all costs associated with this project in accordance with the attached scope of work, including materials, labor, insurance (see FAR 52.228-4 and 52.228-5), overhead and profit. **Amounts must be shown in Mexican Pesos and should include IVA (VAT).** The Government will pay the Contractor the fixed price for services described after they has been delivered and received by the Contracting Officer (CO) or the Contracting Officer Representative (COR), along with required reports and paperwork including proper invoice.

CLIN	Description	Unit price / service (\$)	QTY	Total (\$)
001	Supply and application of paint on interior and exterior walls and slabs, floor epoxy paint, iron work and roof coating in the Consulate General Building and Sala 66. Includes all required materials and labor per attached SOW.		1	
	Total			



CONTINUATION TO SF-1449,  
RFQ NUMBER SMX570-15-Q-0004

SCHEDULE OF SUPPLIES/SERVICES, BLOCK 20  
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

## **SCOPE OF WORK: SUPPLY AND APPLICATION OF INTERIOR AND EXTERIOR PAINT IN THE U.S. CONSULATE GENERAL IN HERMOSILLO, SONORA, MEXICO**

### **PART I: General Information.**

#### **A) Introduction.**

*The US Consulate General Hermosillo* requires professional engineering/construction services for supply and application of paint on interior and exterior walls and slabs, floor epoxy paint, windows grills and exterior iron work and main building, Sala 66 and CACs roof coating. Includes all required materials and labor per attached SOW.

The purpose of this scope of work (SOW) is to provide guidance to interested contractors on how to present their cost/time proposals and how to meet the US Government needs, as well as define the requirements of the material and special requirements needed for this project.

#### **B) Scope of work:**

The Contractor shall provide all necessary managerial, administrative, supervision and direct labor personnel, as well as all transportation, equipment, tools, supplies and materials required to perform this project in accordance with this work statement.

The contractor must include in its proposal all materials, labor, tools safety equipment/signals, indirect costs and profit. Present the IVA as included cost.

#### **C) Pre-bid conference (Site visit).**

A site visit will be scheduled for all interested bidders to inspect the site, take all necessary measurements, and observe the existing conditions in order to prepare an accurate bid. The contracting officer (CO) will establish this date for this visit at least 7 calendar days in advance of the proposal's presentation date.

After the site visit no changes to the SOW are allowed unless are approved in advance by the CO.

## **PART II.- Work Requirements.**

### **A) General requirements.**

#### **A-1) Technical requirements.**

The contractor shall be responsible for the supply and application of paint on interior and exterior walls and slabs, floor epoxy paint, windows grills and exterior iron work and main building, Sala 66 and CACs roof coating. Includes all required materials and labor per attached SOW.

Under this contract, all activities provided must include: material, tools, labor, safety equipment, protections, cleaning, and everything needed for the proper execution.

##### **A-1.1) Equipment installation.**

- a. Paint “Oscl Oro” or similar (color to be defined by the consulate) to cover approx. 3,678 m2 (39,589 ft2) of interior walls and slabs, includes primer, rollers, brushes, plastic to cover the areas to be paint, tape, and everything needed for its proper installation.
- b. Paint “Oscl Oro” or similar (color to be defined by the consulate) to cover approx. 1,427 m2 (15,360 ft2) of exterior walls, includes: primer, rollers, brushes, plastic to cover the areas to be paint, tape, and everything needed for its proper installation.
- c. Paint “Oscl Oro” or similar (color to be defined by the consulate) to cover approx. 290 m2 (3,121 ft2) of exterior slabs, includes: primer, rollers, brushes, plastic to cover the areas to be paint, tape, and everything needed for its proper installation.
- d. Paint “Oscl Oro” or similar (color to be defined by the consulate) to cover approx. 1,035 m2 (11,140 ft2) of exterior iron work, includes: primer, rollers, brushes, plastic to cover the areas to be paint, tape, and everything needed for its proper installation.
- e. Paint “Oscl Oro” or similar (color to be defined by the consulate) to cover approx. 169 m2 (1,819 ft2) of windows grills, includes: primer, rollers, brushes, plastic to cover the areas to be paint, tape, and everything needed for its proper installation.
- f. Dyna-SHIELD Lo-odor white coating (A•R•C Hitectural Roof coating) or similar to cover approx. 702 m2 (7,556 ft2) of roof area (Main building, Sala 66 and all CACs), includes: elastic polyurethane sealant, plastic cement, reinforced polyester fabric, primer (acrylic sealer) , rollers, brushes, plastic to cover the areas to be paint, tape, and everything needed for its proper installation.
- g. Paint “Oscl Oro” or similar (color according to the area to be paint) to cover approx. 368 m2 (3961 ft2) of parking lot strips and curbs, includes: primer, rollers, brushes, plastic to cover the areas to be paint, tape, and everything needed for its proper installation.
- h. Paint “Oscl Oro” or similar (color according to the area to be paint) to cover approx. 550 m2 (5920 ft2) of exterior strips, curbs and planters, includes: primer, rollers, brushes, plastic to cover the areas to be paint, tape, and everything needed for its proper installation.

- i. Low odor (low VOC), auto leveling epoxy floor and urethane paint to cover approx. 104 m<sup>2</sup> (1,120 ft<sup>2</sup>) of the floor in NIV interview booth, Morelia's CACs and Police officers break room (color to be defined by the consulate), includes: plaster or cement, rollers, brushes, plastic to cover the areas to be paint, tape, and everything needed for its proper installation.
- j. Low odor (low VOC), urethane paint to cover approx. 218 m<sup>2</sup> (2,346 ft<sup>2</sup>) of the NIV interview booth exterior floor (stone washed finishing), includes: elastic polyurethane sealant, cement, rollers, brushes, plastic to cover the areas to be paint, tape, and everything needed for its proper installation.
- k. Lot of material for metal doors and frames paint, includes: primer, brushes, plastic to cover the areas to be paint, tape, and everything needed for its proper installation.
- l. Lot of material for wood doors and frames paint, includes: primer, brushes, plastic to cover the areas to be paint, tape, and everything needed for its proper installation.

A-1.2) Wiring installation.

- a. No electrical work is required.

A-1.3) Conduit (if as part of the design any electrical work is required).

- a. No conduit installation is required.

A-1.4) Adjust and Clean. Upon request of the Contacting Officer Representative (COR):

- a. Remove protective coverings and clean up exposed surfaces.
- b. Check and readjust hardware, devices, and accessories.
- c. Do not remove permanently applied performance labels.
- d. Correct deficiencies observed in operation.

A-2) Scope.

A-2.1) General.

The Contractor shall perform professional engineering/construction services for the supply and application of paint on interior and exterior walls and slabs, floor epoxy paint, windows grills and exterior iron work and main building, Sala 66 and CACs roof coating.

A-2.2) Specific requirements and tasks

The following work must be completed:

- a. Clean the roof surface from dirt, oils, grease, loose debris, etc. The surface must be clean and dry before starting the application, includes: all needed material, tools, labor, safety equipment, protections, cleaning, debris removal and transfer to the disposal facilities and everything needed for the proper execution.
- b. Seal and repair any cracks, outgoing pipes, A/C support, etc. with the elastic polyurethane sealant or plastic cement, for bigger repairs use the reinforced polyester fabric, making sure to no leave any wrinkles or baggy after installation, includes, all needed materials, tools, labor, safety equipment, protections, cleaning and everything needed for the proper execution.

- c. Apply one coat of acrylic sealer (primer) for better result, includes: all needed material, tools, labor, safety equipment, protections, cleaning, debris removal and transfer to the disposal facilities and everything needed for the proper execution.
- d. Once the primer coat is completely dry, applies one coat of the roof coating material, includes: all needed material, tools, labor, safety equipment, protections, cleaning, debris removal and transfer to the disposal facilities and everything needed for the proper execution.
- e. Once the first coat is completely dry, applies a second coat of the roof coating material transversely of the first coat, so when it dries must be an overlap of layers, includes: all needed material, tools, labor, safety equipment, protections, cleaning, debris removal and transfer to the disposal facilities and everything needed for the proper execution.
- f. Disassembly and remove all office furniture and equipment (if applicable) from the area where the paint will applied (walls/slab/window grill/iron work/ metal gate/ parking lot strip and curbs/planter/etc.), includes, tools, labor, safety equipment, protections, cleaning and everything needed for the proper execution.
- g. Repair any crack or hole with plaster or cement and clean de surface from dust or dirt. Use plastic/tape to cover and protect the surrounding areas and apply one coat of primer on the surfaces, includes: all needed material, tools, labor, safety equipment, protections, cleaning, debris removal and transfer to the disposal facilities and everything needed for the proper execution.
- h. Once the primer is dry, apply one coat of paint on the surface to be painted (walls/slab/window grill/iron work/ metal gate/ parking lot strip and curbs/planter/etc.). After the first coat is dry apply the second coat of paint and wait until is completely dry to remove the covering material; includes: all needed material, tools, labor, safety equipment, protections, cleaning, debris removal and transfer to the disposal facilities and everything needed for the proper execution.
- i. Use plastic/tape to cover and protect the walls around the door frame and apply paint on wood/metal doors and frames, once the paint is completely dry remove the covering material; includes: all needed material, tools, labor, safety equipment, protections, cleaning, debris removal and transfer to the disposal facilities and everything needed for the proper execution.
- j. Touch up paint on walls, includes: all needed material, tools, labor, safety equipment, protections, cleaning, debris removal and transfer to the disposal facilities and everything needed for the proper execution.
- k. Disassembly and remove all office furniture and equipment (if applicable) from the area where the epoxy paint will applied (NIV interview booth, Morelia's CACs and Police officers break room), includes, tools, labor, safety equipment, protections, cleaning and everything needed for the proper execution.
- l. Repair any crack or hole with plaster or cement and clean de floor surface from dust or dirt. Use plastic/tape to cover and protect the surrounding areas and apply one coat of primer on the surfaces, includes: all needed material, tools, labor, safety equipment, protections, cleaning, debris removal and transfer to the disposal facilities and everything needed for the proper execution.
- m. Apply the epoxy paint on the floor of the areas to be painted (NIV interview booth, Morelia's CACs and Police officers break room), wait until the epoxy paint is completely dry to apply the urethane paint, Once the urethane paint is completely dry, remove the



covering material; includes: all needed material, tools, labor, safety equipment, protections, cleaning, debris removal and transfer to the disposal facilities and everything needed for the proper execution

- n. Repair the NIV interview booth exterior floor surface (stone washed finishing) of any crack or hole with elastic polyurethane sealant, and clean de floor surface from dust or dirt. Use plastic/tape to cover and protect the surrounding, includes: all needed material, tools, labor, safety equipment, protections, cleaning, debris removal and transfer to the disposal facilities and everything needed for the proper execution.
- o. Apply the urethane paint on the floor area to be painted (NIV interview booth exterior floor), wait until the urethane paint is completely dry to remove the covering material; includes: all needed material, tools, labor, safety equipment, protections, cleaning, debris removal and transfer to the disposal facilities and everything needed for the proper execution
- p. Touch up paint on walls, includes: all needed material, tools, labor, safety equipment, protections, cleaning, debris removal and transfer to the disposal facilities and everything needed for the proper execution.

#### A-2.3) Work Schedule Approval.

The Contractor shall submit to the COR a schedule and description of the task which the Contractor plans to provide. The Contractor shall prepare this schedule and task description in a Gantt format for the CO approval 15 days after contract award.

#### A-2.4) Personnel, tools, consumable materials and supplies.

The Contractor shall provide trained technicians with the appropriate tools for scheduled task to complete this project, according to the approved project schedule.

Contractor furnished materials will include but not limited to appropriate tools, testing equipment, safety shoes and apparel for technicians, hands, hearing and eye protection, and , cleaning material.

#### A-2.5) Disposal of used oil, fuel, battery and other toxic substances.

No toxic/hazardous substances will be disposed on this project.

#### A-2.6) Superintendence by contractor.

The entire operation of the contracted services shall be superintended by the contractor's liaison. The liaison shall coordinate the performance of the contracted services with the needs of the Government.

The liaison, or a qualified assistant, shall be on duty throughout the duration of the project. The liaison shall also superintend the performance of the contracted services on Saturdays, Sundays, and holidays if needed.

#### A-2.7) Quality assurance.

The contractor shall institute an appropriate inspection system including:

- a. Develop a work schedule with all the activities to be developed, and highlight the critical or dependable activities.

- b. Weekly meetings to check construction advance against project schedule.
- c. Ensure these duties are carried out by the supervisory staff and senior employees.
- d. Perform inspections at all work locations to determine whether the various tasks are being performed according to the contract requirements.
- e. The contractor shall promptly correct and improve any shortcomings and/or substandard conditions noted in such inspections.

A-2.8) Inspection by government.

The CO will designate a Contracting Officer Representative (COR) to be responsible, for supervising the work (quality/scheduling), check used materials, and acting as the main point of contact

The services performed and the supplies furnished for this contract will be inspected from time to time by the COR, or his/her authorized representatives, to determine that all work is being performed in a satisfactory manner, and that all supplies are of acceptable quality and standards. The contractor shall be responsible for any corrective action, within the scope of this contract, which may be required by the Contracting Officer as a result of such inspection.

A-3) Performance standards:

It is expected that all aspects of this SOW will be completed. All deliverables shall be completed on time under this agreement

The contractor must perform tasks according to the approved project schedule. Contractor must follow and meet US and local construction codes and procedures.

No more than 5% of the activities could be behind the schedule on 2 different weeks.

No more than 1 day of delay on the weekly project meeting, and no more than 2 delays on meeting during the project.

Contractor must only use UL or FM approved equipment/materials. Locally purchased materials must be approved by the CO.

The US Consulate will designate a COR (Contracting Officer Representative) responsible among for supervising the work (quality/scheduling), approving/rejecting materials, and acting as the main point of contact.

The contractor must perform continued cleaning of the area.

After the contract has been awarded no additional work can be performed unless has been approved by the CO.

Any change from the original SOW must be approved in advance by the CO

A-3.1) Notice to the Government of Labor Disputes.

The Contractor shall inform the COR of any actual or potential labor dispute that is delaying or threatening to delay the timely performance of this contract

#### A-4) Standards of Conduct

A-4.1) General. The Contractor shall maintain satisfactory standards of employee competency conduct cleanliness, appearance, and integrity and shall be responsible for taking such disciplinary action with respect to employees as may be necessary. Each Contractor employee shall adhere to standards of conduct that reflect credit on themselves, their employer, and the United States Government. The Government reserves the right to direct the Contractor to remove an employee from the worksite for failure to comply with the standards of conduct. The Contractor shall immediately replace such an employee to maintain continuity of services at no additional cost to the Government.

A-4.2) Uniforms and Personal Equipment. The Contractor's employees shall wear clean, neat and complete uniforms when on duty. The Contractor shall provide, to each employee and supervisor, uniforms and personal equipment. The Contractor shall be responsible for the cost of purchasing, cleaning, pressing, and repair of the uniforms.

A-4.3) Neglect of Duties. Neglect of duties shall not be condoned. This includes sleeping while on duty, unreasonable delays or failures to carry out assigned tasks, conducting personal affairs during duty hours and refusing to render assistance or cooperate in upholding the integrity of the worksite security.

A-4.4) Disorderly Conduct. The Contractor shall not condone disorderly conduct, use of abusive or offensive language, quarreling, and intimidation by words, actions, or fighting. Also included is participation in disruptive activities that interfere with normal and efficient Government operations.

A-4.5) Intoxicants and Narcotics. The Contractor shall not allow its employees while on duty to possess, sell, consume, or be under the influence of intoxicants, drugs or substances which produce similar effects.

A-4.6) Criminal Actions. Contractor employees may be subject to criminal actions as allowed by law in certain circumstances. These circumstances include but are not limited to the following actions: falsification or unlawful concealment, removal, mutilation, or destruction of any official documents or records or concealment of material facts by willful omission from official documents or records; unauthorized use of Government property, theft, vandalism, or immoral conduct; unethical or improper use of official authority or credentials; security violations; organizing or participating in gambling in any form; and misuse of weapons.

A-4.7) Contractor's Personnel: All personnel assigned by the contractor for the performance of the respective services shall be supervised by the contractor. There shall be no employer-employee relationship between the Government and the personnel. Subcontractors may only be employed with the express written consent of the COR. All personnel assigned by the contractor must wear safety vests, including the superintendent. They should have different colors. (Just two are allowed)

All personnel must be registered in the local social security institution as established in the local law. All personnel working in the vicinity shall wear and /or use safety protection while all work is performed. Any questions or injuries **shall** be brought to the attention of the Post Occupation Safety and Health Officer (POSHO). Material Safety Data Sheets (MSDS) shall be provided by the Contractor for all HAZARD materials. Copies will be provided to the COR for approval.

**B.) Deliverables:**

The following items shall be delivered under this contract:

Description	QTY	Delivery Date	Deliver to
Project schedule confirmation (including specific tasks).	1	10 days after contract award	COR
Names, biographic data, police clearance on Contractor personnel (Part III, Section A-1 Supporting information)	1	10 days after contract award	COR
Full Set of Construction and tools material.	1	5 Days before the scheduled start date.	COR
Invoice (see submission of invoices in this section)	1	After job completion.	Invoicing area

**Insurance Requirements:**

Personal Injury, Property Loss or Damage (Liability). The Contractor assumes absolute responsibility and liability for any and all personal injuries or death and property damage or losses suffered due to negligence of the Contractor's personnel in the performance of this Contract.

The Contractor's assumption of absolute liability is independent of any insurance policies

**Insurance.** The Contractor, at its own expense, shall provide and maintain during the entire period of performance of this Contract, whatever insurance is legally necessary. The **Contractor shall carry the following minimum insurance:**

**Public Liability Insurance:**

Bodily Injury	\$10,000 UDS per occurrence	\$30,000 USD Cumulative
Property Damage	\$10,000 USD per occurrence	\$30,000 USD Cumulative

**Workers' Compensation and Employer's Liability**

Worker's Compensation Insurance. The Contractor agrees to provide all employees with worker's compensation benefits as required under local laws (see FAR 52.228-4 "Worker's Compensation and War-Hazard Insurance Overseas").

**Local Law Registration**

If the local law or decree requires that one or both parties to the contract register the contract with the designated authorities to insure compliance with this law or decree, the entire burden of

this registration shall rest upon the Contractor. Any local or other taxes which may be assessed against the Contract shall be payable by the Contractor without Government reimbursement.

#### SUBMISSION OF INVOICES

The Contractor shall submit an electronic invoice after each line item on the contract has been performed.

Electronic invoices must be submitted to:

Mónica Guardiola,

Tel. 289 35 00, ext. 3460

[hermoinvoices@state.gov](mailto:hermoinvoices@state.gov)

### **Part III. Supporting Information.**

#### **A. Security**

Even if this work will be placed outside of the locals the contractor needs to provide written information of the workers (copy of the picture ID, place and date of birth and citizenship), equipment and materials specs.

##### **A-1) Access to Government buildings and standards of conduct:**

**General.** The Contractor shall designate a representative who shall supervise the Contractor's employees and be the Contractor's liaison with the American Embassy. The Contractor's employees shall be on-site only for contractual duties and not for any other business or purpose. Contractor employees shall have access to the equipment and equipment areas and will be escorted by Consulate personnel.

**Personnel Security.** The Government reserves the right to deny access to U.S.-owned and U.S.-operated facilities to any individual. The Contractor shall provide the names, biographic data and police clearance on all Contractor personnel who shall be used on this Contract prior to their utilization. Submission of information shall be made within 5 days of award of contract. **No Contractor's personnel will be allowed on site without prior authorization. Note: this may include cleared personnel if advance notice of visit is not given at least one week before the scheduled visit.**

**Vehicles.** Contractor vehicles will not be permitted inside the Consulate compound without prior approval. If you need to have vehicle access please submit your vehicle information (Make, Model, License Plate #) along with a written justification as to why access is necessary. This should be submitted to the Building Engineer at least one (1) week prior to the visit.

**ID's.** Government shall issue identity cards to Contractor personnel, after they are approved. Contractor personnel shall display identity card(s) on the uniform at all times while providing services under this contract. These identity cards are the property of the US Government. The Contractor is responsible for their return at the end of each working day, the contract, when an employee leaves Contractor service, or at the request of the Government. The Government reserves the right to deny access to U.S.-owned and U.S.-operated facilities to any individual.

**Security Clearances.** All Work under this contractor that are designated as non-CAA areas may be performed by un-cleared American or local workers.

**Access to Classified areas.** Security clearances are not a requirement for performance on this contract, as there will be no access to classified information or areas

**Key Control.** The Contractor **will not** be issued any keys. The keys will be checked out from RSO office or from the designated area by the escort on the day of service requirements.

**B. Place of performance and working hours**

Work to be performed at the Hermosillo, Sonora Consulate Mexico.

Working hours will be Monday thru Friday starting at 8: 30 A.M. finishing at 4:30 P.M., Unless specified otherwise by the COR. Working hours include the set up and removal of tools and materials.

The Contractor shall maintain work schedules. The schedules shall take into consideration the hours that the staff can effectively perform their services without placing a burden on the security personnel of the Post. The Contractor shall deliver standard services between the hours of 8:30 AM and 4:30 PM Monday through Friday. No work shall be performed on US Government and local holidays. Below is a list of the holidays.

Jan 01	New Year's Day	AM
Jan 16	Birthday of Martin Luther King, Jr.	AM
Feb 03	Mexican Constitution Anniversary Day.	MX
Feb 20	President's Day	AM
Mar 17	Birthday of Benito Juarez..	MX
Apr 17	Holly Thursday.	MX
Apr 18	Holly Friday.	MX
May 01	Mexican Labor Day.	MX
May 05	Batalla de Puebla.	MX
May 10	Mother's Day.	MX
May 26	Memorial Day	AM
Jul 04	Independence Day	AM
Sep 01	Labor Day	AM
Sep 16	Mexican Independence Day	MX
Oct 13	Columbus Day	AM
Nov 02	All souls Day.	MX
Nov 11	Veterans Day	AM
Nov 17	Mexican Revolution Day.	MX
Nov 27	Thanksgiving Day	AM
Dec 25	Christmas	AM

**C. Period of performance and scheduling of activities.**

Project will be considered on-going as soon as contract is awarded, contractor must coordinate with COR. The following are the designated contact personnel between the US Consulate General Hermosillo and the Contractor.

-Building Engineer: Mario Rivera, 289.35.13, [riveram@state.gov](mailto:riveram@state.gov) (COR)

**D. Attachments:**

- N/A.

**E. Proposal presentation.**

The date to present the proposals will be 7 calendar days after the pre-bid site visit. The hour is to be determined by the COR.

## SECTION 2 - CONTRACT CLAUSES

### 52.204-9 – PERSONAL IDENTIFICATION VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2006)

FAR 52.212-4, Contract Terms and Conditions -- Commercial Items (FEB 2007), is incorporated by reference. (See SF-1449, block 27a).

ADDENDUM to FAR 52.212-4  
None

### 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders - Commercial Items (MAR 2007)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g). Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).
- (2) 52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553).
- (3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

*[Contracting Officer check as appropriate]*

	B. <u>Clause Number and Title</u>
X	(1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402) (SEPT 2006). <i>[Check if order exceeds \$100,000]</i>
	(2) – (14) [Reserved].
X	(2) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L.110-252-Title VI, chapter 1 (41 U.S.C. 251 note)).
X	(15) 52.222-19, Child Labor – Cooperation with Authorities and Remedies (JAN 2006) (E.O. 13126). <i>[Check if order is for supplies and exceeds the micro-purchase threshold]</i>
	(16) 52.222-21, Prohibition of Segregated Facilities (FEB 1999). <i>[Check if the following apply: for supplies, the order exceeds \$10,000 and is awarded to a U.S. firm. For services, the order exceeds \$10,000 and is awarded to a U.S. firm whose employees who will be performing the work were recruited within the U.S.]</i>
	(17) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246). <i>[Check if the following apply: for supplies, the order exceeds \$10,000 and is awarded to a U.S.</i>



	<i>firm. For services, the order exceeds \$10,000 and is awarded to a U.S. firm whose employees who will be performing the work were recruited within the U.S.]</i>
	(18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEPT 2006) (38 U.S.C. 4212). <i>[Check if the following apply: for supplies, the order exceeds \$10,000 and is awarded to a U.S. firm. For services, the order exceeds \$10,000 and is awarded to a U.S. firm whose employees who will be performing the work were recruited within the U.S.]</i>
	(19) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793). <i>[Check if the following apply: for supplies, the order exceeds \$10,000 and is awarded to a U.S. firm. For services, the order exceeds \$10,000 and is awarded to a U.S. firm whose employees who will be performing the work were recruited within the U.S.]</i>
	(20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEPT 2006) (38 U.S.C. 4212). <i>[Check if you have included the clause 52.222-35]</i>
x	(21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201). <i>[check if over \$100,000]</i>
	(22) – (24) [Reserved].
	(25) 52.225-5, Trade Agreements (NOV 2006) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note). <i>[Check if the order is for supplies and the amount exceeds \$193,000]</i>
x	(26) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2006) (E.O.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury). <i>[Check if the order is for either supplies or services and the amount exceeds the micro-purchase threshold, <u>unless</u> authorized by OFAC]</i>
	(27) – (30) [Reserved].
x	(31) 52.232-33, Payment by Electronic Funds Transfer – Central Contractor Registration (OCT 2003) (31 U.S.C. 3332). <i>[Check if payment will be made by EFT and the contractor has registered in the CCR]</i>
x	(32) 52.232-34, Payment by Electronic Funds Transfer – Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332). <i>[Check if payment will be made by either EFT or other means, e.g., check, and the contractor has not registered in the CCR]</i>
	(33) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332). <i>[Check if payment will be made by a third party, e.g., purchase card]</i>
	(34) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a). <i>[Check if the order is for information technology which requires security of information technology, and/or is for the design, development, or operation of a system of records using commercial information technology services or support services]</i>
	(35)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). <i>[Check if the order is for supplies that may involve ocean transportation: at least 50% of the gross tonnage must be transported on privately owned U.S.-flag commercial vessels to the extent that such vessels are available at rates that are fair and reasonable for U.S.-flag commercial vessels]</i>

(ii) Alternate I (APR 2003) of 52.247-64. <i>[Check if 100% of the supplies will be transported on privately owned U.S.-flag commercial vessels]</i>
--

(c) [Reserved]

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) *[This paragraph applies only if award is made to a U.S. firm]* Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause –

(i) 52.219-8, Utilization of Small Business Concerns (SEPT 2006) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

(vi) [Reserved].

(vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

**ADDENDUM TO CONTRACT CLAUSES  
FAR AND DOSAR CLAUSES NOT PRESCRIBED IN PART 12**

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address (es): <http://aope.a.state.gov/>

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at:

<http://acquisition.gov/far/index.html> or, <http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Dept. of State Acquisition Website at <http://www.statebuy.state.gov> to see the links to the FAR. You may also use an Internet “search engine” (e.g., Yahoo, Excite, Alta Vista, etc.) to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulation clauses are incorporated by reference:

<b>0 Clause</b>	<b>Title and Date</b>
52.225-14	Inconsistency Between English Version and Translation of Contract (FEB 2000)
52.228-4	Workers’ Compensation and War-Hazard Insurance Overseas (APR 1984)
52.228-5	Insurance - Work on a Government Installation (JAN 1997)

The following FAR clauses are provided in full text:

52.216-18 ORDERING (OCT 1995)\*

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through base period or option periods if exercised.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

52.216-19 ORDER LIMITATIONS. (OCT 1995)\*

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than **\$50 USD**, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor-

- (1) Any order for a single item in excess of **\$15,000 USD**
- (2) Any order for a combination of items in excess of **\$20,000 USD**
- (3) A series of orders from the same ordering office within **two (2)** days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirement clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within **two (2)** days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

52.216-22 INDEFINITE QUANTITY (OCT 1995)\*

(a) This is an indefinite-quantity contract for the supplies or services specified and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The

contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after one year beyond the contract's effective period.

\*Applies to temporary additional services.

#### 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the performance period of the contract.

#### 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within the performance period of the contract or within 30 days after funds for the option year become available, whichever is later.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five years and six months.

#### 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR. (APR 1984)

Funds are not presently available for performance under this contract beyond September 30 of the current calendar year. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30 of the current calendar year, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

The following DOSAR clauses are provided in full text:

#### 652.232-70 PAYMENT SCHEDULE AND INVOICE SUBMISSION (FIXED-PRICE) (AUG 1999)

(a) General. The Government shall pay the contractor as full compensation for all work required, performed, and accepted under this contract the firm fixed-price stated in this contract.

(b) The Contractor shall submit electronic invoices to the Contracting Officer's Representative (COR) at the following address:

[hermoinvoices@state.gov](mailto:hermoinvoices@state.gov)

The contractor shall show Value Added Tax (VAT) as a separate item on invoices submitted for payment.

(c) Contractor Remittance Address: Payments will be made by electronic funds transfer to the contractor's bank account located in Mexico. Payments shall be in US Dollars.

652.237-71 - IDENTIFICATION/BUILDING PASS (APR 2004)

**652.237-72 OBSERVANCE OF LEGAL HOLIDAYS AND ADMINISTRATIVE LEAVE (APR 2004)**

(a) The Department of State observes the following days as holidays:

New Year's Day  
Martin Luther King's Birthday  
Washington's Birthday  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veterans Day  
Thanksgiving Day  
Christmas Day

Any other day designated by Federal law, Executive Order, or Presidential Proclamation.

In addition the U. S. Consulate General Hermosillo will observe the following official Mexican holidays:

Anniversary of Mexican Constitution  
Benito Juarez's Birthday  
Holy Thursday  
Good Friday  
Mexican Labor Day  
Anniversary of the Battle of Puebla  
Mother's Day  
Mexican Independence Day

All Soul's Day  
Anniversary of Mexican Revolution

(b) When any such day falls on a Saturday or Sunday, the following Monday is observed. Observance of such days by Government personnel shall not be cause for additional period of performance or entitlement to compensation except as set forth in the contract. If the contractor's personnel work on a holiday, no form of holiday or other premium compensation will be reimbursed either as a direct or indirect cost, unless authorized pursuant to an overtime clause elsewhere in this contract.

652.242-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (AUG 1999)

(a) The Contracting Officer may designate in writing one or more Government employees, by name or position title, to take action for the Contracting Officer under this contract. Each designee shall be identified as a Contracting Officer's Representative (COR). Such designation(s) shall specify the scope and limitations of the authority so delegated; provided, that the designee shall not change the terms or conditions of the contract, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation.

(b) The COR for this contract is ***Mario Rivera Landavazo***

652.225-71 SECTION 8(A) OF THE EXPORT ADMINISTRATION ACT OF 1979, AS AMENDED (AUG 1999)

(a) Section 8(a) of the U.S. Export Administration Act of 1979, as amended (50 U.S.C. 2407(a)), prohibits compliance by U.S. persons with any boycott fostered by a foreign country against a country which is friendly to the United States and which is not itself the object of any form of boycott pursuant to United States law or regulation. The Boycott of Israel by Arab League countries is such a boycott, and therefore, the following actions, if taken with intent to comply with, further, or support the Arab League Boycott of Israel, are prohibited activities under the Export Administration Act:

- (1) Refusing, or requiring any U.S. person to refuse to do business with or in Israel, with any Israeli business concern, or with any national or resident of Israel, or with any other person, pursuant to an agreement of, or a request from or on behalf of a boycotting country;
- (2) Refusing, or requiring any U.S. person to refuse to employ or otherwise discriminating against any person on the basis of race, religion, sex, or national origin of that person or of any owner, officer, director, or employee of such person;
- (3) Furnishing information with respect to the race, religion, or national origin of any U.S. person or of any owner, officer, director, or employee of such U.S. person;
- (4) Furnishing information about whether any person has, has had, or proposes to have any business relationship (including a relationship by way of sale, purchase, legal or

commercial representation, shipping or other transport, insurance, investment, or supply) with or in the State of Israel, with any business concern organized under the laws of the State of Israel, with any Israeli national or resident, or with any person which is known or believed to be restricted from having any business relationship with or in Israel;

- (5) Furnishing information about whether any person is a member of, has made contributions to, or is otherwise associated with or involved in the activities of any charitable or fraternal organization which supports the State of Israel; and,
- (6) Paying, honoring, confirming, or otherwise implementing a letter of credit which contains any condition or requirement against doing business with the State of Israel.

***(b) Under Section 8(a), the following types of activities are not forbidden “compliance with the boycott,” and are therefore exempted from Section 8(a)’s prohibitions listed in paragraphs (a)(1)-(6) above:***

- (1) Complying or agreeing to comply with requirements:
  - (i) Prohibiting the import of goods or services from Israel or goods produced or services provided by any business concern organized under the laws of Israel or by nationals or residents of Israel; or,
  - (ii) Prohibiting the shipment of goods to Israel on a carrier of Israel, or by a route other than that prescribed by the boycotting country or the recipient of the shipment;
- (2) Complying or agreeing to comply with import and shipping document requirements with respect to the country of origin, the name of the carrier and route of shipment, the name of the supplier of the shipment or the name of the provider of other services, except that no information knowingly furnished or conveyed in response to such requirements may be stated in negative, blacklisting, or similar exclusionary terms, other than with respect to carriers or route of shipments as may be permitted by such regulations in order to comply with precautionary requirements protecting against war risks and confiscation;
- (3) Complying or agreeing to comply in the normal course of business with the unilateral and specific selection by a boycotting country, or national or resident thereof, of carriers, insurance, suppliers of services to be performed within the boycotting country or specific goods which, in the normal course of business, are identifiable by source when imported into the boycotting country;
- (4) Complying or agreeing to comply with the export requirements of the boycotting country relating to shipments or transshipments of exports to Israel, to any business concern of or organized under the laws of Israel, or to any national or resident of Israel;
- (5) Compliance by an individual or agreement by an individual to comply with the immigration or passport requirements of any country with respect to such



individual or any member of such individual's family or with requests for information regarding requirements of employment of such individual within the boycotting country; and,

- (6) Compliance by a U.S. person resident in a foreign country or agreement by such person to comply with the laws of that country with respect to his or her activities exclusively therein, and such regulations may contain exceptions for such resident complying with the laws or regulations of that foreign country governing imports into such country of trademarked, trade named, or similarly specifically identifiable products, or components of products for his or her own use, including the performance of contractual services within that country, as may be defined by such regulations.

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The contractor warrants the following:

- (1) That is has obtained authorization to operate and do business in the country or countries in which this contract will be performed;
- (2) That is has obtained all necessary licenses and permits required to perform this contract; and,
- (3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.

(b) If the party actually performing the work will be a subcontractor or joint venture partner, then such subcontractor or joint venture partner agrees to the requirements of paragraph (a) of this clause.

## SECTION 3 – SOLICITATION PROVISIONS

### PRE-PROPOSAL CONFERENCE.

The Government will hold a pre-proposal conference to discuss the requirements of this solicitation at **9:00 on Tuesday, September 08, 2015**. Offerors interested in attending should contact the following individual: **Maria Luisa Bringas at (662) 289 3561 or [Bringaml@state.gov](mailto:Bringaml@state.gov)**

**NOTE TO INTERESTED VENDORS** – Due to security concerns all offerors must contact the above phone/email the individuals' name and company name of all individuals who will represent the company at the pre-proposal conference. On the date of the pre-proposal company representatives must present matching photo identification in order to be allowed access. Anyone attempting to attend the pre-proposal conference without prior notification will be denied entry

FAR 52.212-1, INSTRUCTIONS TO OFFERORS -- COMMERCIAL ITEMS (SEPT 2006) IS INCORPORATED BY REFERENCE. (See SF-1449, block 27a).

### ADDENDUM TO 52.212-1

A. Summary of instructions. Each offer must consist of the following: Gee

***A.1. A completed solicitation, in which the SF-1449 cover page (blocks 12, 17, 19-24, and 30 as appropriate), and Section 1 has been filled out.***

A.2. Information demonstrating the offeror's/quoter's ability to perform, including:

(1) Name of a Project Manager (or other liaison to the Embassy/Consulate) who understands written and spoken English;

(2) Evidence that the offeror/quoter operates an established business with a permanent address and telephone listing;

(3) List of clients, demonstrating prior experience with relevant past performance information and references;

(4) Evidence that the offeror/quoter can provide the necessary personnel, equipment, and financial resources needed to perform the work;

(5) Evidence that the offeror/quoter has all licenses and permits required by local law (see DOSAR 652.242-73 in Section 2).

Provide a company brochure and financial statements including balance sheet, profit and loss statement, and a cash flow statement.

A.3. If required by the solicitation, provide either:

- a) a copy of the Certificate of Insurance, or
- b) a statement that the contractor will get the required insurance, and the name of the insurance provider to be used.

**ADDENDUM TO SOLICITATION PROVISIONS  
FAR AND DOSAR PROVISIONS NOT PRESCRIBED IN PART 12**

**52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at:

<http://acquisition.gov/far/index.html/> or <http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. IF the FAR is not available at the locations indicated above, use of an Internet “search engine” (e.g., Yahoo, Infoseek, Alta Vista, etc.) is suggested to obtain the latest location of the most current FAR provisions.

The following Federal Acquisition Regulation solicitation provisions are incorporated by reference:

<b>1 Clause</b>	<b>Title and Date</b>
52.204-6	Data Universal Numbering System (DUNS) Number (OCT 2003)
<b>52.214-34</b>	<b><i>Submission of Offers in the English Language (APR 1991)</i></b>

***The following DOSAR provisions are provided in full text:***

**652.206-70 COMPETITION ADVOCATE/OMBUDSMAN (AUG 1999)**

***(a) The Department of State's Competition Advocate is responsible for assisting industry in removing restrictive requirements from Department of State solicitations and removing barriers to full and open competition and use of commercial items. If such a solicitation is considered competitively restrictive or does not appear properly conducive to competition and commercial practices, potential offerors are encouraged to first contact the contracting officer for the respective solicitation. If concerns remain unresolved, contact the Department of State Competition Advocate on (703) 516-1680, by fax at (703) 875-6155, or write to: Department of State, Competition Advocate, Office of the Procurement Executive (A/OPE), Suite 603, SA-6, Washington, DC 20522-0602.***

*(c) The Department of State's Acquisition Ombudsman has been appointed to hear concerns from potential offerors and contractors during the pre-award and post award phases of this acquisition. The role of the ombudsman is not to diminish the authority of the contracting officer, the Technical Evaluation Panel or Source Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested and appropriate, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Interested parties are invited to contact the contracting activity ombudsman, Joseph P. Ferguson, at (662) 289 3500. For an American Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1680, by fax at (703) 875-6155, or write to: Department of State, Acquisition Ombudsman, Office of the Procurement Executive (A/OPE), Suite 603, SA-6, Washington, DC 20522-0602.*

Acquisition Method: The Government is conducting this acquisition using the simplified acquisition procedures in Part 13 of the Federal Acquisition Regulation (FAR). If the dollar amount exceeds the simplified acquisition threshold, then the Government will be using the test program for commercial items authorized by Subpart 13.5 of the FAR.

## **SECTION 4 - EVALUATION FACTORS**

The Government intends to award a contract/purchase order resulting from this solicitation to the lowest priced, technically acceptable offeror/quoter who is a responsible contractor. The evaluation process shall include the following:

- a) **Compliance Review.** The Government will perform an initial review of proposals/quotations received to determine compliance with the terms of the solicitation. The Government may reject as unacceptable proposals/quotations which do not conform to the solicitation.
- b) **Technical Acceptability.** Technical acceptability will include a review of past performance and experience as defined in Section 3, along with any technical information provided by the offeror with its proposal/quotation.
- c) **Price Evaluation.** The lowest price will be determined by multiplying the offered prices times the estimated quantities in “Prices - Continuation of SF-1449, block 23”, and arriving at a grand total, including all options. The Government reserves the right to reject proposals that are unreasonably low or high in price.
- d) **Responsibility Determination.** The Government will determine contractor responsibility by analyzing whether the apparent successful offeror complies with the requirements of FAR 9.1, including:
  - adequate financial resources or the ability to obtain them;
  - ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
  - satisfactory record of integrity and business ethics;
  - necessary organization, experience, and skills or the ability to obtain them;
  - necessary equipment and facilities or the ability to obtain them; and
  - otherwise qualified and eligible to receive an award under applicable laws and regulations.

### **ADDENDUM TO EVALUATION FACTORS**

#### **A. FAR AND DOSAR PROVISION(S) NOT PRESCRIBED IN PART 12**

The following FAR provisions are provided in full text:

##### **52.217-5 EVALUATION OF OPTIONS (JUL 1990)**

The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

## SECTION 5 -REPRESENTATIONS AND CERTIFICATIONS

### 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS – COMMERCIAL ITEMS (NOV 2006)

An offeror shall complete only paragraph (j) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (b) through (i) of this provision.

(a) [Reserved]

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

\_\_\_ TIN: \_\_\_\_\_.

\_\_\_ TIN has been applied for.

\_\_\_ TIN is not required because:

\_\_\_ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the United States;

\_\_\_ Offeror is an agency or instrumentality of a foreign government;

\_\_\_ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of Organization.

\_\_\_ Sole Proprietorship;

\_\_\_ Partnership;

\_\_\_ Corporate Entity (not tax-exempt);

\_\_\_ Corporate Entity (tax-exempt);

\_\_\_ Government entity (Federal, State, or local);

\_\_\_ Foreign government;

\_\_\_ International organization per 26 CFR 1.6049-4;

\_\_\_ Other \_\_\_\_\_.

(5) Common Parent.

\_\_\_ Offeror is not owned or controlled by a common parent;

\_\_\_\_ Name and TIN of common parent;  
 Name \_\_\_\_\_.  
 TIN \_\_\_\_\_.

(c) – (d) [Reserved]

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) –(g) Reserved

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). (Applies only if the contract value is expected to exceed the simplified **acquisition** threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) ☐ Are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any **Federal** agency; and

(2) ☐ Have, ☐ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a **Federal**, state or local government contract or subcontract; violation of **Federal** or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) ☐ Are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed end products.

Listed End Product	Listed Countries of Origin
_____	_____
_____	_____

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

☐ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

☐ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly –

(1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ☐ Outside the United States.

(k)(1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (k)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212–3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs \_\_\_\_\_.



## ADDENDUM TO OFFEROR REPRESENTATIONS AND CERTIFICATIONS FAR AND DOSAR PROVISION(S) NOT PRESCRIBED IN PART 12

The following DOSAR provision is provided in full text:

### 652.225-70 ARAB LEAGUE BOYCOTT OF ISRAEL (AUG 1999)

(a) Definitions. As used in this provision:

Foreign person means any person other than a United States person as defined below.

United States person means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as provided under the Export Administration Act of 1979, as amended.

(b) Certification. By submitting this offer, the offeror certifies that it is not:

- (1) Taking or knowingly agreeing to take any action, with respect to the boycott of Israel by Arab League countries, which Section 8(a) of the Export Administration Act of 1979, as amended (50 U.S.C. 2407(a)) prohibits a United States person from taking; or,
- (2) Discriminating in the award of subcontracts on the basis of religion.

### Defense Base Act Insurance – Covered Contractor Employees

(a) Bidders/Offerors shall indicate below whether or not any of the following categories of employees will be employed on the resultant contract, and, if so, the number of such employees:

Category	Yes/No	Number
(1) United States citizens or residents		
(2) Individuals hired in the United States, regardless of citizenship		
(3) Local nationals or third country nationals where contract performance takes place in a country <u>where there are no</u> local workers' compensation laws		Local nationals: _____ Third Country Nationals: _____
(4) Local nationals or third country nationals where contract performance takes place in a country where there <u>are</u> local workers' compensation laws		Local nationals: _____ Third Country Nationals: _____

(b) If the bidder/offeror has indicated “yes” in block (a)(4) of this provision, the bidder/offeror shall submit, as part of its offer, a statement that indicates that such local nationals and/or third country nationals will be provided workers’ compensation coverage against the risk of work injury or death under a local workers’ compensation law. For those employees, the bidder/offeror shall also assume liability toward the employees and their beneficiaries for war-hazard injury, death, capture, or detention, in accordance with the clause at FAR 52.228-4.

(c) If the bidder/offeror has indicated “yes” in blocks (a)(1), (2), or (3) of this provision, the bidder/offeror shall compute Defense Base Act insurance costs covering those employees pursuant to the terms of the contract between the Department of State and the Department’s Defense Base Act insurance carrier at the rates specified in DOSAR 652.228-74. If DOSAR provision 652.228-74 is not included in this solicitation, the bidder/offeror shall notify the contracting officer before the closing date so that the solicitation can be amended accordingly.

**ELECTRONIC FUNDS TRANSFER (EFT)  
BANK INFORMATION SHEET**

**Payment Registration**

**Company Information**

New Registration of Account

☐

Change of Account

☐

Vendor Fiscal Name

RFC (for Mexican Companies)

Name - Point of Contact

Telephone Number

E-mail Address

Address


**Bank information needed for EFT transfers in Pesos.**

**BANK INFORMATION**

Bank Name

Bank Address 1

Bank Address 2

Bank Address 3

Bank SWIFT BIC

Account Number

CLABE

Currency of Account

Account Type (Checking or Savings)


Signature

Date

FMC approval \_\_\_\_\_